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Attorney for Plaintiff
BEACH DISTRICT SURGERY CENTER

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BEACH DISTRICT SURGERY
CENTER

Plaintiff,

vs.

AETNA LIFE INSURANCE
COMPANY, and DOES 1-10,

Defendants.

CASE NO. 2:22-cv-05859-WLH-MAR
Judge: Wesley L. Hsu
Magistrate: Margo A. Rocconi

STIPULATED PROTECTIVE
ORDER¹

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Margo A. Rocconi's Procedures.

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action will involve the production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, Plaintiff Beach District Surgery Center (“Plaintiff”) and Defendant Aetna Life Insurance Company (“Defendant”) (collectively, the “Parties”) hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. This Protective Order shall govern any record of information produced in this action and designated pursuant to this Protective Order, including all designated deposition testimony, all designated testimony taken at a hearing or other proceeding, all designated deposition exhibits, interrogatory answers, admissions, documents and other discovery materials, whether produced informally or in response to interrogatories, requests for admissions, requests for production of documents or other formal methods of discovery.

This Protective Order shall also govern any designated record of information produced in this action pursuant to required disclosures under any federal procedural rule or local rule of the Court and any supplementary disclosures thereto.

This Protective Order shall apply to the Parties and to any nonparty from whom discovery may be sought who desires the protection of this Protective Order.

The Parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

1.2 GOOD CAUSE STATEMENT This action arises out of a dispute between Plaintiff and Defendant regarding payment for medical services rendered by Plaintiff to multiple patients (“Patients”) enrolled in health care plans insured or

1 administrated by Defendant. Discovery in this action will involve the disclosure of
2 private information of the Patients, including personal health information and
3 information regarding the medical services provided, trade secrets, and other
4 valuable commercial, financial, technical and/or proprietary information for which
5 special protection from public disclosure and from use for any purpose other than
6 prosecution of this action is warranted. Such confidential and proprietary materials
7 and information includes, among other things, confidential business or financial
8 information, information regarding confidential business practices, information
9 implicating privacy rights of third parties, information otherwise generally
10 unavailable to the public, or which may be privileged or otherwise protected from
11 disclosure under state or federal statutes, court rules, case decisions, or common
12 law.

13 Accordingly, to expedite the flow of information, to facilitate the prompt
14 resolution of disputes over confidentiality of discovery materials, to adequately
15 protect information the Parties are entitled to keep confidential, to ensure that the
16 Parties are permitted reasonable necessary uses of such material in preparation for
17 and in the conduct of trial, to address their handling at the end of the litigation, and
18 serve the ends of justice, a protective order for such information is justified in this
19 matter. It is the intent of the Parties that information will not be designated as
20 confidential for tactical reasons and that nothing will be so designated without a
21 good faith belief that it has been maintained in a confidential, non-public manner,
22 and there is good cause why it should not be part of the public record of this case.
23

24 2. DEFINITIONS

25 2.1 Action: *Beach District Surgery Center v. Aetna Life Insurance*
26 *Company*, Central District of California, 2:22-cv-05859-WLH-MAR.

27 2.2 Challenging Party: a Party or Non-Party that challenges the
28 designation of information or items under this Order.

1 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored or maintained) or tangible things that qualify for
3 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
4 the Good Cause Statement.

5 The term Confidential Information shall include confidential or proprietary
6 technical, scientific, financial, business, health, or medical information designated as
7 “CONFIDENTIAL” by the producing party.

8 The term “Confidential Health Information” shall constitute a subset of
9 Confidential Information, and shall be designated as “CONFIDENTIAL” and
10 subject to all other terms and conditions governing the treatment of Confidential
11 Information. Confidential Health Information shall mean information supplied in
12 any form, or any portion thereof, that identifies an individual or subscriber in any
13 manner and relates to the past, present, or future care, services, or supplies relating
14 to the physical or mental health or condition of such individual or subscriber, the
15 provision of health care to such individual or subscriber, or the past, present, or
16 future payment for the provision of health care to such individual or subscriber.
17 Confidential Health Information shall include, but is not limited to, claim data,
18 claim forms, grievances, appeals, or other documents or records that contain any
19 patient health information required to be kept confidential under any state or federal
20 law, including 45 C.F.R. Parts 160 and 164 promulgated pursuant to the Health
21 Insurance Portability and Accountability Act of 1996 (see 45 C.F.R. §§ 164.501 &
22 160.103), and the following subscriber, patient, or member identifiers:

- 23 a. names;
- 24 b. all geographic subdivisions smaller than a State, including street
25 address, city, county, precinct, and zip code;
- 26 c. all elements of dates (except year) for dates directly related to an
27 individual, including birth date, admission date, discharge date, age, and date
28 of death;

- d. telephone numbers;
- e. fax numbers;
- f. electronic mail addresses;
- g. social security numbers;
- h. medical record numbers;
- i. health plan beneficiary numbers;
- j. account numbers;
- k. certificate/license numbers;
- l. vehicle identifiers and serial numbers, including license plate numbers;
- m. device identifiers and serial numbers;
- n. web universal resource locators (“URLs”);
- o. internet protocol (“IP”) address numbers;
- p. biometric identifiers, including finger and voice prints;
- q. full face photographic images and any comparable images; and/or
- r. any other unique identifying number, characteristic, or code.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things) that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a Party to this Action.

1 House Counsel does not include Outside Counsel of Record or any other outside
2 counsel.

3 2.9 Non-Party: any natural person, partnership, corporation, association or
4 other legal entity not named as a Party to this action.

5 2.10 Outside Counsel of Record: attorneys who are not employees of a
6 Party to this Action but are retained to represent or advise a Party to this Action and
7 have appeared in this Action on behalf of that Party or are affiliated with a law firm
8 that has appeared on behalf of that Party, and includes support staff.

9 2.11 Party: any Party to this Action, including all of its officers, directors,
10 employees, consultants, retained experts, and Outside Counsel of Record (and their
11 support staffs).

12 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
13 Discovery Material in this Action.

14 2.13 Professional Vendors: persons or entities that provide litigation
15 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)
17 and their employees and subcontractors.

18 2.14 Protected Material: any Disclosure or Discovery Material that is
19 designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES
20 ONLY.”

21 2.15 Receiving Party: a Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23 2.16 Technical Advisor: any person who is not a Party to this action or not
24 presently employed by the receiving party or a company affiliated through common
25 ownership, who has been designated by the receiving Party to receive another
26 Party’s Confidential Information, including Confidential Health Information. Each
27 Party’s Technical Advisors shall be limited to such person as, in the judgment of
28 that Party’s counsel, are reasonably necessary for development and presentation of

1 that Party's case. These persons include outside experts or consultants retained to
2 provide technical or other expert services such as expert testimony or otherwise
3 assist in trial preparation.

4
5 3. SCOPE

6 The protections conferred by this Stipulation and Order cover not only
7 Protected Material (as defined above), but also (1) any information copied or
8 extracted from Protected Material; (2) all copies, excerpts, summaries, or
9 compilations of Protected Material; and (3) any testimony, conversations, or
10 presentations by Parties or their Counsel that might reveal Protected Material.

11 Any use of Protected Material at trial shall be governed by the orders of the
12 trial judge. This Order does not govern the use of Protected Material at trial.

13
14 4. DURATION

15 Once a case proceeds to trial, information that was designated as
16 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
17 as an exhibit at trial becomes public and will be presumptively available to all
18 members of the public, including the press, unless compelling reasons supported by
19 specific factual findings to proceed otherwise are made to the trial judge in advance
20 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing "good cause"
21 showing for sealing documents produced in discovery from "compelling reasons"
22 standard when merits-related documents are part of court record). Accordingly, the
23 terms of this protective order do not extend beyond the commencement of the trial.

24
25 5. DESIGNATING PROTECTED MATERIAL

26 5.1 Exercise of Restraint and Care in Designating Material for Protection.

27 Each Party or Non-Party that designates information or items for protection
28 under this Order must take care to limit any such designation to specific material

1 that qualifies under the appropriate standards. The Designating Party must
 2 designate for protection only those parts of material, documents, items or oral or
 3 written communications that qualify so that other portions of the material,
 4 documents, items or communications for which protection is not warranted are not
 5 swept unjustifiably within the ambit of this Order.

6 Mass, indiscriminate or routinized designations are prohibited. Designations
 7 that are shown to be clearly unjustified or that have been made for an improper
 8 purpose (e.g., to unnecessarily encumber the case development process or to impose
 9 unnecessary expenses and burdens on other parties) may expose the Designating
 10 Party to sanctions.

11 If it comes to a Designating Party's attention that information or items that it
 12 designated for protection do not qualify for protection, that Designating Party must
 13 promptly notify all other Parties that it is withdrawing the inapplicable designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in
 15 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise
 16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 17 under this Order must be clearly so designated before the material is disclosed or
 18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (*e.g.*, paper or electronic
 21 documents, but excluding transcripts of depositions or other pretrial or trial
 22 proceedings), that the Producing Party affix at a minimum, the legend
 23 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
 24 contains protected material, including Confidential Health Information. If only a
 25 portion of the material on a page qualifies for protection, the Producing Party also
 26 must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings
 27 in the margins).

28 A Party or Non-Party that makes original documents available for inspection

1 need not designate them for protection until after the inspecting Party has indicated
2 which documents it would like copied and produced. During the inspection and
3 before the designation, all of the material made available for inspection shall be
4 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
5 documents it wants copied and produced, the Producing Party must determine which
6 documents, or portions thereof, qualify for protection under this Order. Then,
7 before producing the specified documents, the Producing Party must affix the
8 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
9 portion of the material on a page qualifies for protection, the Producing Party also
10 must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings
11 in the margins).

12 (b) for testimony given in depositions that the Designating Party identifies
13 the Disclosure or Discovery Material on the record, before the close of the
14 deposition all protected testimony.

15 (c) for information produced in some form other than documentary and
16 for any other tangible items, that the Producing Party affix in a prominent place on
17 the exterior of the container or containers in which the information is stored the
18 legend “CONFIDENTIAL.” If only a portion or portions of the information
19 warrants protection, the Producing Party, to the extent practicable, shall identify the
20 protected portion(s).

21 (d) for information disclosed at a hearing or trial that the Designating
22 Party requests the Judge, at the time the information is proffered or adduced, to
23 receive the information only in the presence of those persons designated to receive
24 such information and Court personnel, and to designate the transcript appropriately.

25 A Party may also designate Confidential Information as “CONFIDENTIAL -
26 ATTORNEYS’ EYES ONLY.” Confidential Information marked as
27 “CONFIDENTIAL - ATTORNEYS’ EYES ONLY” may be used solely for the
28 purpose of conducting this Litigation and not for any other purpose whatsoever.

The parties may designate Confidential Information as “CONFIDENTIAL - ATTORNEYS’ EYES ONLY” in the same manner set forth above with an added reference to “ATTORNEYS’ EYES ONLY.” Information designated “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” may be viewed by, copied by, exhibited to, or disclosed to only the persons described in Paragraph 7.2(a), (d), (i), and (j) and Retained Experts and Consultants, all subject to the requirements of Paragraph 7.1. “Retained Experts and Consultants” means third party experts or consultants actually retained by a party, and does not include purely percipient experts or party employees.

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is

entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending or attempting to settle this Action and for no other action. A Receiving Party shall hold such information received from the disclosing Party in confidence, shall not use it for any business or other commercial purpose, shall not use it for filing or prosecuting any patent application (of any type) or patent reissue or reexamination request, and shall not disclose it to any person, except as hereinafter provided. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

All documents, including attorney notes and abstracts, which contain another party's Confidential Information, shall be handled as if they were designated pursuant to paragraph 5.

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record (excluding experts and investigators) to whom it is reasonably necessary to disclose the information for this

1 Action;

2 (b) the officers, directors, and employees (including House Counsel) of
3 the Receiving Party to whom disclosure is reasonably necessary for this Action;

4 (c) Technical Advisors and Experts (as defined in this Order) of the
5 Receiving Party to whom disclosure is reasonably necessary for this Action and who
6 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) the Court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and Professional
10 Vendors to whom disclosure is reasonably necessary for this Action and who have
11 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (g) the author or recipient of a document containing the information or a
13 custodian or other person who otherwise possessed or knew the information;

14 (h) during their depositions, witnesses, and attorneys for witnesses, in the
15 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
16 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
17 will not be permitted to keep any confidential information unless they sign the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
19 agreed by the Designating Party or ordered by the court. Pages of transcribed
20 deposition testimony or exhibits to depositions that reveal Protected Material may
21 be separately bound by the court reporter and may not be disclosed to anyone except
22 as permitted under this Stipulated Protective Order;

23 (i) Stenographers and videographers engaged to transcribe or record
24 depositions conducted in this action provided that such individuals agree in writing,
25 in the form attached at Appendix A, to be bound by the terms of this Order; and

26 (j) any mediator or settlement officer, and their supporting personnel,
27 mutually agreed upon by any of the parties engaged in settlement discussions,
28 provided that such individuals agree in writing, in the form attached at Appendix A,

1 to be bound by the terms of this Order.

2
3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
4 IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation
6 that compels disclosure of any information or items designated in this Action as
7 “CONFIDENTIAL,” that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification
9 shall include a copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or order
11 to issue in the other litigation that some or all of the material covered by the
12 subpoena or order is subject to this Protective Order. Such notification shall include
13 a copy of this Stipulated Protective Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be
15 pursued by the Designating Party whose Protected Material may be affected.

16 If the Designating Party timely seeks a protective order, the Party served with
17 the subpoena or court order shall not produce any information designated in this
18 action as “CONFIDENTIAL” before a determination by the court from which the
19 subpoena or order issued, unless the Party has obtained the Designating Party’s
20 permission. The Designating Party shall bear the burden and expense of seeking
21 protection in that court of its confidential material and nothing in these provisions
22 should be construed as authorizing or encouraging a Receiving Party in this Action
23 to disobey a lawful directive from another court.

24
25 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by a
28 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information

1 produced by Non-Parties in connection with this litigation is protected by the
2 remedies and relief provided by this Order. Nothing in these provisions should be
3 construed as prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
5 produce a Non-Party's confidential information in its possession, and the Party is
6 subject to an agreement with the Non-Party not to produce the Non-Party's
7 confidential information, then the Party will:

8 (1) promptly notify in writing the Requesting Party and the Non-Party
9 that some or all of the information requested is subject to a confidentiality
10 agreement with a Non-Party;(2) promptly provide the Non-Party with a copy of the
11 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
12 reasonably specific description of the information requested; and

13 (3) make the information requested available for inspection by the
14 Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court within
16 14 days of receiving the notice and accompanying information, the Receiving Party
17 may produce the Non-Party's confidential information responsive to the discovery
18 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
19 not produce any information in its possession or control that is subject to the
20 confidentiality agreement with the Non-Party before a determination by the court.
21 Absent a court order to the contrary, the Non-Party shall bear the burden and
22 expense of seeking protection in this court of its Protected Material.

23
24 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
26 Protected Material to any person or in any circumstance not authorized under this
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
28 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts

1 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
 2 persons to whom unauthorized disclosures were made of all the terms of this Order,
 3 and (d) request such person or persons to execute the “Acknowledgment and
 4 Agreement to Be Bound” that is attached hereto as Exhibit A.

5
 6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 7 PROTECTED MATERIAL

8 When a Producing Party gives notice to Receiving Parties that certain
 9 inadvertently produced material is subject to a claim of privilege or other protection,
 10 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 11 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
 12 procedure may be established in an e-discovery order that provides for production
 13 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
 14 (e), insofar as the Parties reach an agreement on the effect of disclosure of a
 15 communication or information covered by the attorney-client privilege or work
 16 product protection, the Parties may incorporate their agreement in the stipulated
 17 protective order submitted to the court.

18
 19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 21 person to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 23 Protective Order, no Party waives any right it otherwise would have to object to
 24 disclosing or producing any information or item on any ground not addressed in this
 25 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 26 ground to use in evidence of any of the material covered by this Protective Order.

27 12.3 Filing Protected Material. A Party that seeks to file under seal any
 28 Protected Material must comply with Local Civil Rule 79-5. Protected Material

1 may only be filed under seal pursuant to a court order authorizing the sealing of the
2 specific Protected Material at issue. If a Party's request to file Protected Material
3 under seal is denied by the court, then the Receiving Party may file the information
4 in the public record unless otherwise instructed by the court.

5
6 13. FINAL DISPOSITION

7 After the final disposition of this Action, as defined in paragraph 4, within 60
8 days of a written request by the Designating Party, each Receiving Party must return
9 all Protected Material to the Producing Party or destroy such material. As used in
10 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
11 summaries, and any other format reproducing or capturing any of the Protected
12 Material. Whether the Protected Material is returned or destroyed, the Receiving
13 Party must submit a written certification to the Producing Party (and, if not the same
14 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
15 (by category, where appropriate) all the Protected Material that was returned or
16 destroyed and (2) affirms that the Receiving Party has not retained any copies,
17 abstracts, compilations, summaries or any other format reproducing or capturing any
18 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
19 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
20 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
21 reports, attorney work product, and consultant and expert work product, even if such
22 materials contain Protected Material. Any such archival copies that contain or
23 constitute Protected Material remain subject to this Protective Order as set forth in
24 Section 4 (DURATION).

25
26 14. VIOLATION

27 Any violation of this Order may be punished by appropriate measures
28 including, without limitation, contempt proceedings and/or monetary sanctions,

1 at the discretion of the Court.

2
3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

4 Dated: June 6, 2023

GORDON REES SCULLY
MANSUKHANI, LLP

5
6
7 By: /s/ Shannon L. Ernster
Courtney C. Hill
Shannon L. Ernster
Hela Vaknin
Attorneys for Defendant
AETNA LIFE INSURANCE COMPANY

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10
11 Dated: May 25, 2023

THE LAW OFFICES OF
JONATHAN A. STIEGLITZ

12
13
14 By: /s/ Jonathan A. Stieglitz
Jonathan A. Stieglitz
Attorney for Plaintiff
BEACH DISTRICT SURGERY CENTER

15
16
17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18
19 DATED: June 8, 2023



Hon. Margo A. Rocconi
Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Central District of California
 on [date] in the case of *Beach District Surgery Center v. Aetna Life Insurance*
Company, Case No. 2:22-cv-05859-WLH-MAR. I agree to comply with and to be
 bound by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment
 in the nature of contempt. I solemnly promise that I will not disclose in any manner
 any information or item that is subject to this Stipulated Protective Order to any
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of
 this action. I hereby appoint _____ [print or type full
 name] of _____ [print or type full address
 and telephone number] as my California agent for service of process in connection
 with this action or any proceedings related to enforcement of this Stipulated
 Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

CERTIFICATION PURSUANT TO LOCAL RULE 5-4.3.4(A)(2)(I)

Pursuant to section 2(f)(4) of the electronic case filing administrative policies and procedures manual, I hereby certify that the content of this document is acceptable to Jonathan A. Stieglitz, counsel for Plaintiff, and I have obtained his authorization to affix his electronic signature to this document.

By: /s/ Shannon L. Ernster
Shannon L. Ernster